

complaint

Mr C complains about the service he received from British Gas Insurance Limited under his home emergency insurance policy.

background

Mr C complained to BG about this matter. And, being unhappy with its response, he complained to this service.

Our investigator thought Mr C's complaint should be partly upheld. He said BG should pay Mr C what it would've paid its agent to repair his drain, less the refund of premiums it had given him when his policy was cancelled.

BG disagreed with the investigator's conclusions. So, the matter's been referred to me to make a final decision.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I've decided to partly uphold Mr C's complaint and to require BG to pay him what it would've paid its agent to repair his drain, less the refund of premiums it gave him when his policy was cancelled. I'll explain why.

Mr C says he reported a blocked drain outside his house. He says an agent attended on behalf of BG and restored the flow. But it wouldn't replace a cracked drain. And he says he was told as the crack was above the water line, it wasn't covered.

Mr C also says he complained to BG that his policy wasn't clear about whether or not a cracked drain was covered in these circumstances. And he says in response BG agreed to send its agent to repair the cracked drain at no cost to him. But he says BG later cancelled his policy and refunded his premium. And he says it withdrew its offer to repair the drain at no cost to him.

BG says Mr C's policy covers repairing and unblocking drains to restore flow. It says its agent was able to restore flow without needing to replace the cracked drain which was above the water line. But it says in response to a complaint by Mr C it agreed to replace the drain as a gesture of goodwill.

BG also says in light of Mr C's aggressive behaviour when it attended to carry out this work, it removed the plumbing and drains cover from his policy and declined to replace his drain. I note Mr C denies he behaved aggressively towards BG's agents. And I'm not in a position to decide whether he did or not. But I need to decide what would amount to a fair and reasonable resolution of his complaint.

I see when BG removed the plumbing and drainage cover from Mr C's policy it refunded the relevant premium. But it declined to repair his drain. And it says its previous offer to do this had been a gesture of goodwill, which it was entitled to withdraw.

I think the offer to repair Mr C's drain was ancillary to the matters expressly covered under his policy. And, whilst BG may have been entitled to cancel Mr C's plumbing and drainage cover, in the circumstances, I don't think that means it was entitled to decline to fulfil the offer it had previously made to replace his drain at no cost to him.

So, in these circumstances, I think it's fair and reasonable for me to require BG to pay Mr C an amount equal to what it would've paid its agent to carry out this work, less the refund of premiums it gave him when his plumbing and drainage cover was cancelled.

And I partly uphold Mr C's complaint on this basis.

my final decision

I partly uphold Mr C's complaint against British Gas Insurance Limited. It must pay him an amount equal to what it would've paid its agent to replace his drain, less the refund of premiums it gave him when his plumbing and drainage cover was cancelled.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 1 March 2018.

Robert Collinson
ombudsman